



APPLICATION AND CONTRACT

LOS ANGELES CONVENTION CENTER LOS ANGELES, CA DECEMBER 4-6, 2001

Please reserve exhibit space at DV Expo or Web Video Expo to be held on December 4-6, 2001 at the Los Angeles Convention Center. We request the booths listed below. If our space choice has been allocated, we request that show management assign what is considered to be the best available. We understand that the early space rate is \$32.00/sq.ft. and that to qualify for this discounted rate, our signed contract and 50% deposit must be received by June 4, 2001. Regular space rate is \$34.00/sq.ft.

Please direct any questions to Debra Barstad at 415-947-6266.

SPACE PREFERENCES

1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____

Please reserve: ___ booth spaces configured as: Linear Peninsula Island* *400 sq ft minimum

BOOTH COSTS

Please reserve _____ sq ft at \$ _____ per sq ft = \$ _____

Payment Terms: 50% of total due with contract = \$ _____

remaining 50% due July 4, 2001 = \$ _____

Total cost for exhibiting = \$ _____

I'm interested in receiving information about sponsorship/advertising opportunities

Booth Number(s) Assigned

CANCELLATION

If written notice of cancellation is given after:

May 4, 200125% of total exhibit space cost
June 4, 200150% of total exhibit space cost
July 4, 2001100% of total exhibit space cost

The cancellation fee is:

EXHIBITOR INFORMATION

Company Name (as you want it published) _____

Primary Contact _____ Title _____

Address (No P.O. Boxes) _____

City/State/Zip _____

Phone: _____ Fax _____ email: _____

Secondary Contact _____ Phone _____

Your company's URL http://www. _____

We understand this application becomes a binding contract when accepted by CMP Media, Inc. We agree to abide by the terms and conditions published on the reverse side of this contract.

Agreed to _____ Date _____
(Signature of Official Company Representative)

Agreed to _____ Date _____
(Signature of CMP Representative)

List any specific companies you do **not** wish to be next to:

Please return original contract (no copies) with check and mail to:

WHITE: Original • PINK: Customer Copy • YELLOW: Accounting

Please Make Checks Payable to:
CMP Media, Inc.
Mail To:
Church Street Station, P.O. Box 4502
New York, NY 10261-4502
Billing questions:
Kelly Schunk 516/562-5163 Fax: 516/562-5979

TERMS AND CONDITIONS DV Expo and Web Video Expo

Defined Terms

The term "Event" means DV Expo and Web Video Expo, currently scheduled to be held on December 4-6, 2001 (the "Event Dates") at LOS ANGELES CONVENTION CENTER (the "Exhibit Facility"). The Event is owned, produced and managed by CMP, Inc. ("CMP"). As used hereinafter, the term "Organizer" means, collectively, CMP, and each of [its/their respective] officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by CMP in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

Contract Acceptance

This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of CMP.

Assumption of Risk: Risks

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to CMP), and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

Limitation of Liability

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to CMP by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

Qualifications of Exhibitor

CMP, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to the digital video or web video market. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. CMP reserves the right to restrict or remove any exhibit which CMP, in its sole discretion, believes is objectionable or inappropriate.

Assignment of Space

Space will be assigned on a first-come, first-served basis, and in consideration of total earned priority points. Exhibit space shall be assigned by CMP in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. CMP reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if CMP in its sole discretion determines that to do so is in the best interest of the Event. Exhibitor hereby agrees and acknowledges that CMP shall have the right to assign its rights and delegate its obligations in connection with these terms and conditions to any entity controlling, controlled by or under common control with CMP.

Cancellation by Exhibitor

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice thereof in writing sent to the Organizer with evidence of receipt. In such case, Exhibitor will continue to be liable for 100% of the total exhibit fee unless the written notice of cancellation is received by the Organizer no later than 150 days prior to the opening date of the Event. If written notice of cancellation is received between 180 and 210 days inclusive before the opening date of the Event, Exhibitor will be liable for 50% of the total exhibit fee. If cancellation is received more than 210 days before the opening date of the Event, the Exhibitor will be liable for 25% of the total exhibit fee. Because these dates are related to the Event date and not to the date of this agreement, these dates shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries the Organizer will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizers damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages.

The date of cancellation shall be the date the Organizer receives the notice.

CMP reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

Cancellation by CMP

If Exhibitor fails to make a payment required by this contract in a timely manner, CMP may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. CMP reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to CMP. CMP is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. CMP may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on CMP's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If CMP removes or restricts an exhibit which CMP considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

Cancellation of the Event

If CMP cancels the Event due to circumstances beyond the reasonable control of CMP (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), CMP shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. CMP reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If CMP changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 90 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but CMP shall assign to Exhibitor, in lieu of the original space, such other space as CMP deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If CMP elects to cancel

the Event other than for a reason previously described in this paragraph, CMP shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by CMP. If Exhibitor fails to install its display in its assigned space by 8:00 A.M. December 4, 2001 or leaves its space unattended during the Exhibit hours, CMP shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by CMP.

Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to CMP a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in CMP promotional materials. CMP shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. CMP may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any CMP promotional purpose.

Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of CMP.

Insurance

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

(A) Workers' Compensation insurance;

(B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

(C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds CMP, Inc. and each of its subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to CMP, shall be furnished to CMP sixty (60) days before the first day of the Event. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days advance written notice to CMP.

Copyrighted Materials

Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

Additional Terms and Conditions

CMP has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, CMP in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of CMP. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

Exhibitor Service Manual

Approximately 3 months from the Event, CMP will send an Exhibitor Service Manual to the "Primary Contact" listed on the front of this agreement. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by CMP in its sole discretion. CMP may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by CMP as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by CMP from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

Governing Law

This contract is governed by the laws of the State of California as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of California shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Los Angeles, California.

Outside Exhibits/Hospitality Suites

Exhibitors are prohibited, without express written approval from CMP, from displaying products/services and/or other advertising material in areas outside their booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitors also agree not to operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitors hosting hospitality functions are prohibited from holding those activities during official Event hours. Only Exhibitors paying the Event participation fee are permitted to host a hospitality function, in an official Event hotel. All requests for a hospitality suite or public function space must be made through CMP. If an Exhibitor cancels or fails to occupy the exhibit space during official Event hours, CMP reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under that Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

Contractor Services

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, CMP has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

Character of Displays: Use of Aisles and Common Areas

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Each Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of CMP and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of CMP. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Samples, souvenirs and advertising material may be distributed by Exhibitor only from within his or her booth. Balloons and stickers are prohibited in the exhibit area. (Handouts with gummed backing that adhere or cause adhesion are considered stickers.) Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

Sound Devices

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

Fire and Safety Laws

Federal, state and city Laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Exhibitor Service Manual.